



PATENT APPLICATION
Attorney's Docket No. 4164-246

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: R. Jeffrey Jordan and Rena M. Schoonmaker

Serial No. 10/820,431 Examiner: Not yet assigned

Filed: April 7, 2004 Group Art Unit: 3713

Confirmation No. 7182

For: **ELECTRONIC GAMING ACCOUNT SERVICE CENTER**

Mail Stop Petition

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

01/26/2005 HDEMESS1 00000054 131703 10820431

06 FC:1463 70.00 DA 130.00 DP

**STATEMENT OF ALAN T. McCOLLOM IN SUPPORT OF
FILING ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47)**

This statement is made as to the facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the attorney for the assignee of the above-identified patent application before deposit thereof in the US Patent and Trademark Office.

Alan T. McCollom, one of the patent attorneys for Acres Gaming, Inc., the assignee and owner of rights in this application, attempted to secure the signature of Rena M. Schoonmaker, one of two coinventors in this application, but was unable to do so. The following facts describe the efforts to obtain Ms. Schoonmaker's signature.

I sent Mr. Jordan a declaration and assignment as attachments in a November 1, 2004 email, a copy of which is at the end of an email string that is attached as Exhibit A. I received the signed declaration of inventor R. Jeffrey Jordan on November 5, 2004, via US mail.

Because Ms. Schoonmaker was no longer employed by Acres Gaming, Inc., which was acquired by IGT in 2003, Mr. Jordan forwarded my email to Rick Rowe, an IGT vice president, to see if he could get Ms. Schoonmaker to sign the declaration. A copy of Mr. Rowe's November 3, 2003 email forwarding the declaration and assignment to Ms. Schoonmaker's work address at Harrah's, her new employer, is also part of the email string in Exhibit A.

It can be seen that Ms. Schoonmaker received this email because she replied to Mr. Rowe on November 3, 2003, asking about what the invention title referred to.

On November 3, 2004, I received Mr. Rowe's email (also part of Exhibit A), which he copied to Ms. Schoonmaker, asking me to respond to her inquiry.

I responded to Ms. Schoonmaker's inquiry by email of November 9, 2003, which is included in Exhibit A.

Mr. Rowe's November 10, 2003 email (Exhibit A) authorized me to work directly with Ms. Schoonmaker to obtain the executed declaration and assignment.

On November 16, 2004, not having received any communication from Ms. Schoonmaker, I sent her another email (Exhibit A) that attached the specification, including drawings, an assignment and a declaration for the application. Ms. Schoonmaker did not respond to my November 16 email.

On January 14, 2005, I sent Ms. Schoonmaker another email (Exhibit A), forwarding my November 16, 2004 email, including the application, declaration, and assignment, and again requested her to sign declaration and assignment and return it to me. Ms. Schoonmaker did not respond to my January 14 email.

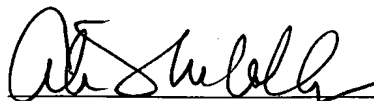
On January 14, 2005, I also sent Ms. Schoonmaker a letter, attached as Exhibit B, via certified mail, return receipt requested (see Exhibit C), to her last known address, 1753 Park Mesa Lane, Las Vegas, Nevada 89128. Ms. Schoonmaker has not responded to my January 14 letter.

Attached as Exhibit D is an Employee Agreement between Acres Gaming Incorporated and the nonsigning inventor that states, in part, "I agree . . . [A]t all times during and after my employment with the Company . . . to execute and deliver such assignments and other documents . . . as may be requested by the Company to obtain or uphold, for the benefit of the Company, patents in any and all countries. . ."

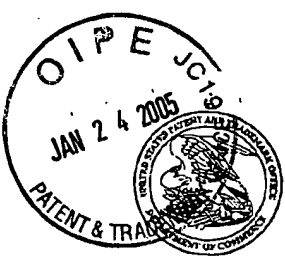
I, the undersigned, declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.

A handwritten signature in black ink, appearing to read "Alan T. McCollom", written over a horizontal line.

Alan T. McCollom
Reg. No. 28,881



UNITED STATES PATENT AND TRADEMARK OFFICE

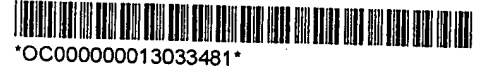
UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NUMBER	FILING OR 371 (c) DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
10/820,431	04/07/2004	R. Jeffrey Jordan	4164-246

MARGER JOHNSON & McCOLLOM, P.C.
1030 S.W. Morrison Street
Portland, OR 97205

CONFIRMATION NO. 7182

FORMALITIES LETTER



OC000000013033481

Date Mailed: 06/22/2004



NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

Items Required To Avoid Abandonment:

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing. *\$790*
Applicant must submit \$770 to complete the basic filing fee for a non-small entity. If appropriate, applicant may make a written assertion of entitlement to small entity status and pay the small entity filing fee (37 CFR 1.27).
- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.

The applicant needs to satisfy supplemental fees problems indicated below.

The required item(s) identified below must be timely submitted to avoid abandonment:

- Additional claim fees of \$244 as a non-small entity, including any required multiple dependent claim fee, are required. Applicant must submit the additional claim fees or cancel the additional claims for which fees are due. *\$600.*

SUMMARY OF FEES DUE:

Total additional fee(s) required for this application is \$1444 for a Large Entity *\$1,520.*

- *\$790* Statutory basic filing fee.
- \$130 Late oath or declaration Surcharge.
- Total additional claim fee(s) for this application is \$244 *\$600.*

01/26/2005	HDEMESS1	00000054	131703	10820431
02 FC:1001				790.00 OP
03 FC:1201				400.00 OP
04 FC:1202				200.00 OP
05 FC:1051				130.00 OP

~~\$400.~~ —

- ~~\$172~~ for 2 independent claims over 3.
- ~~\$72~~ for 4 total claims over 20.

~~\$200.~~ —

Replies should be mailed to: Mail Stop Missing Parts
Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450

*A copy of this notice **MUST** be returned with the reply.*

BINH

Customer Service Center
Initial Patent Examination Division (703) 308-1202
PART 1 - ATTORNEY/APPLICANT COPY



PATENT APPLICATION
Attorney Docket No. 4164-246

COMBINED DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **ELECTRONIC GAMING ACCOUNT SERVICE CENTER**, the specification of which:

- ☐ is attached hereto.
☒ was filed on April 7, 2004 as Application No. 10/820,431
☐ and was amended on _____ (if applicable)
☐ with amendments through _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119 (a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Claiming
Priority?

(Number)

(Country)

(Day/Month/Year Filed)

☐ Yes ☐ No

I hereby claim the benefit under Title 35, United States Code, Sec. 119(e) of any United States provisional application listed below:

Provisional Application No.

Filing Date

I hereby claim the benefit under Title 35, United States Code, Sec. 120 or §365(c) of any PCT international application designating the United States of America listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35,

United States Code, Sec. 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, Sec. 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application No.)

(Filing Date)

(Status) (patented, pending, abandoned)

I hereby appoint the attorneys or agents associated with **Customer No. 20575** to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with the above application.

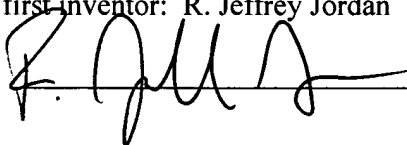
Direct all telephone calls to Alan T. McCollom at (503) 222-3613 and send all correspondence to the following address associated with **Customer No. 20575**:

MARGER JOHNSON & McCOLLOM, P.C.
1030 S.W. Morrison Street
Portland, Oregon 97205

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: R. Jeffrey Jordan

Inventor's signature: _____



11/3/04

(Date)

Residence: Las Vegas, Nevada

Citizenship: United States

Post Office address: 7115 Amigo St., Suite 150
Las Vegas, Nevada 89119

Full name of second joint inventor: Rena M. Schoonmaker

Inventor's signature: _____

(Date)

Residence: Las Vegas, Nevada

Citizenship: United States

Post Office address: 1753 Park Mesa Lane
Las Vegas, Nevada 89128



Attorney's Docket No. 4164-246

**ADDED PAGE TO COMBINED DECLARATION AND POWER OF ATTORNEY
FOR SIGNATURE BY JOINT INVENTOR ON BEHALF OF NONSIGNING
INVENTOR WHO REFUSES TO SIGN OR CANNOT BE REACHED
(37 C.F.R. § 1.47(a))**

I. I am an above named joint inventor and have signed this declaration on my own behalf and also sign this declaration under 37 CFR 1.47(a) on behalf of the nonsigning joint inventor, particulars for whom are:

Rena M. Schoonmaker, nonsigning inventor who:

- ☒ refuses to join in the application
☐ cannot be found or reached

The last known address of the nonsigning inventor is:

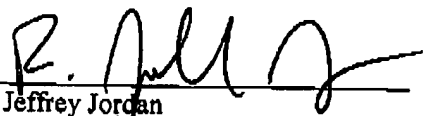
1753 Park Mesa Lane, Las Vegas, Nevada 89128

The country of citizenship of the nonsigning inventor is:

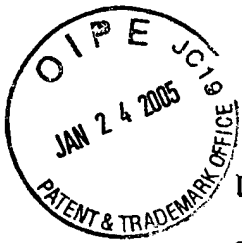
U.S.A.

II. Accompanying this declaration is:

- (1) STATEMENT OF ALAN T. McCOLLOM IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47)
- (2) PETITION BY JOINT INVENTOR FILING ON BEHALF OF OTHER JOINT INVENTOR WHO REFUSES TO JOIN IN APPLICATION OR CANNOT BE REACHED (37 C.F.R. § 1.47(a))


R. Jeffrey Jordan

1/21/05
Date



PATENT APPLICATION
Attorney's Do. No. 4164-246

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: R. Jeffrey Jordan and Rena M. Schoonmaker

Serial No. 10/820,431 Examiner: Not yet assigned

Filed: April 7, 2004 Group Art Unit: 3713

Confirmation No. 7182

For: **ELECTRONIC GAMING ACCOUNT SERVICE CENTER**

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**PETITION BY JOINT INVENTOR FILING ON BEHALF OF OTHER JOINT
INVENTOR WHO REFUSES TO JOIN IN APPLICATION OR CANNOT BE
REACHED (37 C.F.R. § 1.47(a))**

1. I, a joint inventor of the above-identified application, sign below and petition to make this application on behalf of the nonsigning joint inventor:

Rena M. Schoonmaker

who;

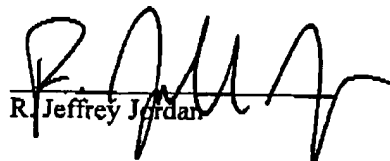
- ☒ refuses to join in the application
☐ cannot be found after diligent effort

2. This petition is accompanied by proof of the pertinent facts and the last known address of the nonsigning inventor as set forth in the accompanying:

STATEMENT OF ALAN T. McCOLLOM IN SUPPORT OF FILING ON BEHALF
OF NONSIGNING INVENTOR (37 C.F.R. § 1.47)

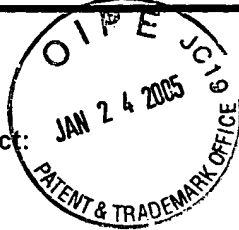
3. The fee set forth in §1.17(h) (\$130.00), required by 37 C.F.R. § 1.47(a), is paid as follows:

- ☒ Authorization is hereby made to charge the amount of \$130.00 to Credit card as shown on the attached credit card information authorization form PTO-2038.
☒ Any deficiency or overpayment should be charged or credited to deposit account number 13-1703.


R. Jeffrey Jordan

Ravel Berman

From: Alan T. McCollom
Sent: Monday, January 17, 2005 11:20 AM
To: Ravel Berman
Subject: FW: 4164-246



Assignment.pdf



Combined
Declaration & Power of Attorney.pdf



4164-246.pdf



scanned 1-3.pdf

-Original Message-----

From: Alan T. McCollom
Sent: Friday, January 14, 2005 3:29 PM
To: 'rschoonmaker@harrahs.com'
Subject: FW: 4164-246

Rena,

This application has a deadline of January 21, 2005, for submitting your declaration. Below is a copy of my November 16, 2004 email and the attachments, including the declaration that must be submitted.

Please print and sign the declaration and assignment where indicated and fax them back to me at 503.274.4622, and I will file these papers with the US Patent and Trademark Office.

If you have any questions, please call my direct line at 503.276.4811.

Alan T. McCollom
MARGER JOHNSON & MCCOLLOM, PC
1030 SW Morrison Street
Portland OR USA 97205

-----Original Message-----

From: Alan T. McCollom
Sent: Tuesday, November 16, 2004 12:15 PM
To: 'rschoonmaker@harrahs.com'
Subject: FW: 4164-246

Rena,

This is a reminder about these patent application documents. If you are willing to execute them, we can set it up however it is easiest for you. We can have a notary come to you at work or home to notarize and collect the documents.

You should have gotten the documents as attachments to the email that was forwarded to you, but just in case I have attached them again. I have also attached a copy of the application and drawings, which have already been filed.

If you will send me your phone number, I will be glad to call to discuss. Or you can call me on our toll free number 800-475-2997.

Alan T. McCollom
MARGER JOHNSON & MCCOLLOM, PC
1030 SW Morrison Street
Portland OR USA 97205

EXH

A

PAGE

1 OF 3

-----Original Message-----

From: Rowe.Richard.E [mailto:Rick.Rowe@igt.com]
Sent: Wednesday, November 10, 2004 9:05 AM
To: Alan T. McCollom; 'rschoonmaker@harrahs.com'
Subject: Re: 4164-246

Thank you Alan and Rena. Please let me know if I can help with any paperwork. In the meantime, I will leave it to you two to work direct. Thanks, Rick

-----Original Message-----

From: Alan T. McCollom <AlanMcCollom@techlaw.com>
To: Rowe.Richard.E <Rick.Rowe@igt.com>; rschoonmaker@harrahs.com
<rschoonmaker@harrahs.com>
Sent: Tue Nov 09 17:26:03 2004
Subject: RE: 4164-246

Rick and Rena,

Sorry for the late response. Rena, this is the one that you and Jeff did for the self service center. It is a combined currency dispenser similar to ATM, bill validator, card reader, and computer work station, all connected to player tracking and slot accounting system.

If you want to discuss, my direct dial number is 503.276.4811.

Alan

-----Original Message-----

From: Rowe.Richard.E [mailto:Rick.Rowe@igt.com]
Sent: Thursday, November 04, 2004 5:31 AM
To: 'rschoonmaker@harrahs.com'; Alan T. McCollom
Subject: Re: 4164-246

Alan, could you explain to Rena the specific details of the filing?

Thanks!

Rick

-----Original Message-----

From: Rena Schoonmaker <rschoonmaker@harrahs.com>
To: Rowe.Richard.E <Rick.Rowe@igt.com>
Sent: Wed Nov 03 21:23:52 2004
Subject: RE: 4164-246

Hi Rick

ELECTRONIC GAMING ACCOUNT SERVICE CENTER refers to 'what' in old Acres speak? This does not ring any bells with me.

Rena

-----Original Message-----

From: Rowe.Richard.E [mailto:Rick.Rowe@igt.com]
Sent: Wed 11/3/2004 5:17 PM
To: Rena Schoonmaker
Cc:
Subject: FW: 4164-246

Hi Rena! I hope you are well. It has been sometime since we talked last. I was wondering if you could help me. I have been asked to follow up with you to sign the attached documents related to a patent you were listed on as an inventor during your employment with Acres Gaming. If you could also get them notarized, that would be great. I can have someone come over and pick them up from you if that would be possible. I could also send a person who can notarize the papers after sign if that would help.

I really appreciate your help. Please let me know if you have any questions at all and I will try to get you answers.

Best Regards,

Rick Rowe
Sr. VP. Product Development
IGT Advantage Systems

-----Original Message-----

From: Alan T. McCollom [mailto:AlanMcCollom@techlaw.com]
Sent: Monday, November 01, 2004 3:47 PM
To: Jordan.Jeff
Subject: 4164-246

Jeff,

As we just discussed, here is the declaration and assignment for you and Rena to execute in the application relating to the Electronic Gaming Account Service Center, which was filed without signatures in the US Patent and Trademark Office on April 7, 2004. If either of you need to see the application, I can forward it to you.

As I mentioned, these were mistakenly sent to IGT so we are behind on getting these signed. We can avoid payment of a late fee, which our firm will absorb, if we file the declaration by Nov. 22, 2004.

Please note that the assignment should be notarized. Let me know if you have any questions.

Alan



MARGER JOHNSON & McCOLLOM

PROFESSIONAL CORPORATION

PATENT TRADEMARK AND COPYRIGHT LAW
TECHNOLOGY LICENSING & LITIGATION

January 14, 2005

1030 S.W. MORRISON ST.
PORTLAND, OR USA 97205-2626
(503) 222-3613
FAX (503) 274-4622
Email: info@techlaw.com

Certified Mail
Return Receipt Requested

Ms. Rena Schoonmaker
1753 Park Mesa Lane
Las Vegas, NV 89128

Re: U.S. Patent Application No. 10/820,431
For: **ELECTRONIC GAMING ACCOUNT SERVICE CENTER**
Filed: April 7, 2004
IGT Docket No. AC055
Our Docket No. 4164-246

Dear Ms. Schoonmaker:

This application is for an invention by Jeff Jordan and you that we filed in the U.S. Patent and Trademark Office on April 7, 2004 without inventors' signatures. We received a Notice to File Missing Parts from the U.S. Patent and Trademark Office (copy enclosed) requiring us to file an executed oath or declaration. We have obtained Jeff Jordan's signature on a Declaration and an Assignment and need to obtain your signature on the enclosed Declaration and Assignment documents. We also enclose for your reference copies of the application and drawings.

Please sign the enclosed Declaration and Assignment documents and return them to us as soon as possible via facsimile at (503) 274-4622. Please mail the originals to us in the enclosed stamped envelope. We must file the Declaration with the U.S. Patent and Trademark Office on or before **January 21, 2005**.

If you have any questions regarding any of the enclosures, please do not hesitate to call me. Thank you in advance for your prompt attention to this matter.

Very truly yours,

MARGER JOHNSON &
McCOLLOM, P.C.

Alan T. McCollom

ATM:rfb
Enclosures

EXH B
PAGE 1 OF 1



PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS
FOLD AT DOTTED LINE
CERTIFIED MAIL



7099 3220 0002 1197 9870
7099 3220 0002 1197 9870
7099 3220 0002 1197 9870

U.S. Postal Service
CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Rena Schoonmaker
1753 Park Mesa Lane, Las Vegas, NV 89128

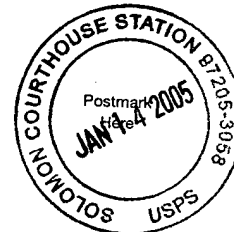
Postage \$ 3.85

Certified Fee 2.30

Return Receipt Fee
(Endorsement Required) 1.75

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$ 7.90



Name (Please Print Clearly) (To be completed by mailer)

Alan T. McCollom, Marger Johnson & McCollom

Street, Apt. No.; or PO Box No.

1030 S.W. Morrison St.

City, State, ZIP+ 4

Portland, OR 97205

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rena Schoonmaker
1753 Park Mesa Lane
Las Vegas, NV 89128

2. Article Number
(Transfer from service label)

7099 3220 0002 1197 9870

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-02-M-1540

EXH

PAGE

1 OF 1



EMPLOYEE AGREEMENT

In consideration of my offer of employment by Acres Gaming Incorporated, a Nevada Corporation, its affiliates, business units, divisions, successors, and assigns (hereinafter referred to as "the Company"); of an option to purchase stock in the Company granted on _____; and of my execution concurrently with this agreement of an Incentive Stock Option Agreement which embodies the agreement granting said option; and other good and valuable consideration, I agree:

1. The Company employs and shall continue to employ me at such compensation and for such length of time as shall be mutually agreeable to the Company and me.
2. To disclose promptly to the Company, in writing, (a) all inventions (patentable or otherwise), developments and discoveries and (b) all writings, including computer code, or other artistic or creative visual expressions or integrated circuit layouts that can be protected by copyright, mask work, design patent or trademark laws, which during the period of my employment with the Company I have or may make, conceive or contribute to, either solely or jointly with others, that: (i) relate to matters with which my work for the Company may be concerned; (ii) relate to, or are connected with, the business, products, or projects of the Company; or (iii) involve the use of the Company's time, material, or facilities. That I hereby assign and agree to assign to the Company and its nominees all my rights to such inventions, developments and discoveries and all writings, including computer code, or other artistic or creative visual expressions or integrated circuit layouts discovered or developed during my employment with the Company, and all copyrights, patent and mask work rights therein.
3. At all times during and after my employment with the Company, and at no expense to me but without entitlement to further compensation, to execute and deliver such assignments and other documents, and to perform such other acts (including appearance as a witness in any legal contest) as may be requested by the Company to obtain or uphold, for the benefit of the Company, patents in any and all countries, for inventions, developments and discoveries within the categories defined in Paragraph 2 above. Such inventions, developments and discoveries, as well as writings, including computer code, or other artistic or creative visual expressions and integrated circuit layouts within the categories defined in Paragraph 2 above, are to be and remain the property of the Company or its nominees.
4. At all times during and after my employment by the Company, to hold in strictest confidence, and not use for my own purposes, not to publish or disclose to any person, firm or corporation, without the prior express written authorization of an officer of the Company, any trade secrets or any confidential proprietary knowledge or confidential proprietary information concerning any inventions, manufacturing techniques, process, formulae, software, data, or other matter relating to the programs, products, equipment, customers, sales or business of the Company (hereafter referred to as "Company Confidential Information"), which I may in

5. That the disclosure of Company Confidential Information, as defined in Paragraph 4, will give rise to irreparable injury to the Company which is inadequately compensable in damages. Thus, I agree that the Company may seek and obtain injunctive relief against the breach or threatened breach of Paragraph 4, in addition to any other legal remedies which may be available.
6. To deliver to my superior, prior to leaving the employ of the Company, all notes, books, records, disks, tapes, correspondence and other written, graphical, computer or sound records in my possession or under my control relating to the business, products, or projects of the Company.
7. To abide by the foregoing provisions in all respects; more specifically, I will not withhold inventions, developments and discoveries and all writings, including computer code, or other artistic or creative visual expressions or integrated circuit layouts within the categories defined in Paragraph 2 above for my own use or for the use of others after my employment. I will not impart to my subsequent employers any Company Confidential Information required to be held by me in confidence as defined in Paragraph 4.
8. To refrain, during my employment and for a period of one year following termination of employment with the Company, from inducing or concluding agreements with employees of the Company, either directly or indirectly, to leave their employment with the Company.
9. To avoid disclosing to the Company any proprietary or confidential information that belongs to any other party or company. The term "proprietary or confidential information" is only intended to cover the information that is or was not: (a) otherwise known or available to others; (b) known by the Company at the time of receiving such information; (c) furnished to others by the party claiming the information was proprietary or confidential without restriction on disclosure; (d) independently developed by the Company receiving the information, provided that the person or persons developing same in the Company have not had access to the same information received; or (e) made public by the party claiming the information as proprietary or confidential, either by commercial use or sale, patent, or by printed publication. Listed by descriptive title and U.S. Patent and Trademark Office Patent or Serial Number, or by title and attorney's file number or prior employer's disclosure number, for purposes of identification are all the inventions made by me, alone or with others prior to my employment with the Company, which I consider to be my property and which are excluded from the Agreement:
10. During my employment with the Company, I agree not to engage, directly or indirectly, own, manage, operate, join, control, or participate in the ownership (at least 5% shareholder), management, operation or control of, or be employed by or connected in any manner with, any business engaged anywhere in the world which is in the business of design, development,

manufacturing and/or marketing of products that compete in markets with products manufactured, under development, or planned by the Company.

11. This agreement shall be effective as of, or retroactive to, the first date of my employment (or advancement as the case may be).
12. This Agreement is to be governed by Oregon law, without regard to the principles of conflict of laws.
13. That I have received a copy of this Agreement and I agree that with respect to the subject matter hereof, it is my entire agreement with the Company superseding any previous oral or written communications, representations, understandings or agreement with the Company, or any officer or representative thereof. I understand and agree that any change in the terms of this Agreement shall not be effective unless signed by me and a duly authorized representative of the Company.

Renall. Schoonmaker
Employee Name
Renall. Schoonmaker
Signature of Employee

Date: 10-23-00

ACRES GAMING INCORPORATED

By: _____

Title: _____

Date: _____



DAC
JW

PATENT APPLICATION
Attorney's Docket No. 4164-246

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re patent application of: R. Jeffrey Jordan, Rena M. Schoonmaker

Serial No. 10/820,431 Examiner: Not yet assigned

Filed: April 7, 2004 Group Art Unit: 3713

For: **ELECTRONIC GAMING ACCOUNT SERVICE CENTER**

Confirmation No. 7182

TRANSMITTAL LETTER

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Enclosed for filing in the above-referenced application are the following:

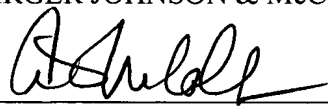
- ☒ Copy of Notice to File Missing Parts
- ☒ Filing Fee (\$790) and additional claims fee (\$600)
- ☒ Combined Declaration and Power of Attorney
- ☒ Added Page to Combined Declaration and Power of Attorney For Signature By Joint Inventor on Behalf of Nonsigning Inventor Who Refuses to Sign or Cannot Be Reached
- ☒ Petition By Joint Inventor Filing on Behalf of Other Joint Inventor Who Refuses to Join in Application or Cannot Be Reached
- ☒ Statement of Alan T. McCollom in Support of Filing on Behalf of Nonsigning Inventor (with attached Exhibits A, B, C, and D)
- ☒ Surcharge for Late Filing of Fee or Oath or Declaration
 - ☐ \$65 - Small Entity
 - ☒ \$130 - Large Entity
- ☒ Applicant petitions the Commissioner to extend the time for response. The five-month extension fee (\$2,160) is included.
- ☒ PTO Form 2038 authorizing credit card payment in the amount of \$3,810 for the above-listed fees
- ☒ Any deficiency or overpayment should be charged or credited to deposit account number 13-1703. A duplicate copy of this sheet is enclosed.

Customer No. 20575

01/26/2005 HDEMESS1 00000054 131703 10820431
01 FC:1255 2160.00 DP

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.


Alan T. McCollom
Reg. No. 28,881

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1030 SW Morrison Street
Portland, OR 97205
503-222-3613

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450
Date: January 21, 2005


Rachel Berman